

UNOFFICIAL COPY



Doc#: 0728834101 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/15/2007 02:21 PM Pg: 1 of 5

Space Above This Line For Recording Data

This instrument was prepared by Loan Operations, Lakeside Bank, 1055 W. Roosevelt Road, Chicago, Illinois 60608-1559

When recorded return to Loan Operations, Lakeside Bank, 1055 W. Roosevelt Road, Chicago, Illinois 60608-1559

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is September 14, 2007. The parties and their addresses are:

MORTGAGOR: North Star Trust Company as Successor Trustee to
LAKESIDE BANK, AS TRUSTEE, UNDER TRUST AGREEMENT DATED SEPTEMBER 8, 2004 AND KNOWN AS TRUST NUMBER 10-2741
An Illinois Trust
55 West Wacker Drive
Chicago, Illinois 60601

LENDER:
LAKESIDE BANK
Organized and existing under the laws of Illinois
55 W. WACKER DRIVE
CHICAGO, Illinois 60601

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated September 14, 2004 and recorded on September 22, 2004 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds as Document Number 0426639087 and Re-Recorded on January 25, 2005 at the Recorder of Deeds as Document Number 0502503138 and covered the following described Property:

LOT 13, (EXCEPT THE WEST 6.5 FEET THEREOF), LOT 14, LOT 15, LOTS 16 AND 17 IN BLOCK 4 IN ARCHER ADDITION TO CHICAGO, BEING A SUBDIVISION IN SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-28-212-003 and 17-28-212-002.

The property is located in Cook County at 309-313 West 23rd Street, Chicago, Illinois 60616.

UNOFFICIAL COPY

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time will not exceed \$9,714,594.00. This limitation of amount does not include interest, attorneys' fees and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

B. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements: A promissory note or other agreement, No. 1063269-25, dated September 14, 2004, from Richland Group Enterprises Incorporated, Richland/23rd Street, LLC and Lakeside Bank, as trustee, under Trust Agreement dated September 8, 2004 and known as Trust Number 10-2741 (Borrower) to Lender, with a loan amount of \$9,714,594.00, with an initial interest rate of 7.75 percent per year (this is a variable interest rate and may change as the promissory note prescribes) and maturing on March 14, 2009.

(b) All Debts. All present and future debts from Richland Group Enterprises Incorporated, Richland/23rd Street, LLC and Lakeside Bank, as trustee, under Trust Agreement dated September 8, 2004 and known as Trust Number 10-2741 to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:

North Star Trust Company as Successor Trustee to
Lakeside Bank, as trustee, under Trust Agreement dated September 8, 2004 and known as Trust
Number 10-2741

By [Signature]
Authorized Signer

By [Signature]
Authorized Signer

Trustee's Execution Rider Attached Hereto And Made A Part Hereof

UNOFFICIAL COPY

LENDER:

LAKESIDE BANK

By 

Stan J. Bochnowski, Executive Vice President

ACKNOWLEDGMENT.

[Large handwritten signature]

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)

) SS

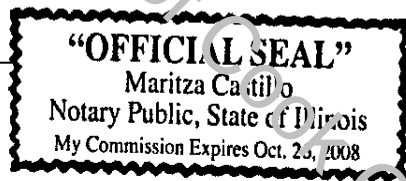
COUNTY OF COOK)

I, Maritza Castillo, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Laurel D. Thorpe, Trust Officer and Silvia Medina, Trust Officer for _____ as Trustee, and not personally, under Trust Agreement dated September 8, 2004 and known as Trust # 10-2741 are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and the said instrument as their own free and voluntary act, for the uses and purposes therein set forth on this 25th day of September, 2007.

Maritza Castillo

 NOTARY PUBLIC

Commission Expires:



County Clerk's Office

UNOFFICIAL COPY

GENERAL DOCUMENT EXONERATION RIDER

THIS DOCUMENT IS EXECUTED BY NORTH STAR TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST NO. 10-2741 AS AFORESAID, IN THE EXERCISE OF POWER AND AUTHORITY CONFERRED UPON AND VESTED IN SAID TRUSTEE, AND IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT NOTHING IN SAID DOCUMENT CONTAINED SHALL BE CONSTRUED AS CREATING ANY LIABILITY ON SAID TRUSTEE PERSONALLY TO PAY ANY INDEBTEDNESS ACCRUING THEREUNDER OR TO PERFORM ANY COVENANTS, EITHER EXPRESSED OR IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES, INDEMNIFICATION AND HOLD HARMLESS REPRESENTATIONS IN SAID DOCUMENT (ALL LIABILITY, IF ANY, BEING EXPRESSLY WAIVED BY THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS) AND THAT SO FAR AS SAID TRUSTEE IS CONCERNED, THE OWNER OF ANY INDEBTEDNESS OR RIGHT ACCRUING UNDER SAID DOCUMENT SHALL LOOK SOLELY TO THE PREMISES DESCRIBED THEREIN FOR THE PAYMENT OF ENFORCEMENT THEREOF, IT BEING UNDERSTOOD THAT SAID TRUSTEE MERELY HOLDS LEGAL TITLE TO THE PREMISES DESCRIBED THEREIN AND HAS NO CONTROL OVER THE MANAGEMENT THEREOF OR THE INCOME THEREFROM, AND HAS NO KNOWLEDGE RESPECTING ANY FACTUAL MATTER WITH RESPECT TO SAID PREMISES, EXCEPT AS REPRESENTED TO IT BY THE BENEFICIARY OR BENEFICIARIES OF SAID TRUST. IN EVENT OF CONFLICT BETWEEN THE TERMS OF THIS RIDER AND OF THE AGREEMENT TO WHICH IT IS ATTACHED, ON ANY QUESTIONS OF APPARENT LIABILITY OR OBLIGATION RESTING UPON SAID TRUSTEE, THE PROVISIONS OF THIS RIDER SHALL BE CONTROLLING.

Approved by Cook County Clerk's Office